

## Customer Copy of Terms and Conditions

### 1. Acceptance

All orders are taken subject to acceptance by us. We do not assume any liability or responsibility for delays in or failure to make delivery on the required date for both Credit Account and Cash Sales due to conditions over which we have no control.

### 2. Responsibility for Goods

The risk of any loss or damage to or deterioration of goods passes to the buyer when those goods are removed from our premises.

### 3. Insurance

Goods supplied are not insured by us against damage or loss as from the time risk in the goods passes to the buyer as set out above. The buyer shall as from that time be responsible for arranging sufficient insurance to cover all loss of or damage to or damage by the goods however incurred or caused (including loss or damage incurred or caused during delivery).

### 4. Ownership of Goods

Ownership in each unit of goods shall not pass to the buyer until full payment for those goods has been received by us. Until ownership in the goods passes to the buyer, the buyer will hold the goods as bailee for us. We retain the right to enter premises occupied by the buyer and to take possession of the goods at any time after payment is due. If the buyer resells the goods or any of them before such payment is made, the buyer shall hold the sale proceeds for and on our account. If requested by us, the buyer agrees to grant a purchase money security interest to us, as that term is defined in the Personal Property Securities Act 1999, on terms as set out in any such agreement.

### 5. Payment

For credit account holders only, payment for all goods and services supplied shall be made in full on the 20th of the month following the date of invoice. Cash sales are payable at time of purchase. Payment shall be without deduction of any sum whatever, whether by way of withholding or retention money or otherwise, unless prior arrangements for extended terms have been agreed and recorded in writing.

### 6. Recovery of Overdue Monies

All costs incurred by or on our behalf in the recovery of any overdue monies from the buyer shall be payable by the buyer upon demand by us. In addition, creditor account holders will incur and pay a penalty on overdue payments at the rate of 2.5% per month payable on a daily basis from the due date until payment is made.

### 7. Claims

Any claim or dispute whatsoever regarding the quality or quantity of goods or services supplied must be the subject of written notice to us within seven days of delivery of the goods or the completion of services as the case may be.

### 8. Goods Returned for Credit

Credit notes raised for goods returned by the buyer, where we were not responsible for incorrect supply, will incur a 15% handling charge. Non-standard items built to order cannot be returned for a credit.

### 9. Prices

Prices may be altered without notice. For credit account holders, we will endeavour to provide new price lists in advance of the date of effective change.

### 10. Consumer Guarantees Act 1993

Where the buyer is purchasing goods and services for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to sections 2 and 43, the provisions of that Act will not apply to these terms.

### 11. Warranty Exclusion

Subject to the requirements of the Consumer Guarantees Act 1993 with respect to supply for non-business purposes, no warranty, condition or guarantee, either expressed or implied, is given by us as to the quality, state or condition of any goods, or their appearance, content or fitness for any particular purpose.

### 12. Further Liability Exclusion

We will not be liable for any damage caused either to the goods, or to any other property, as a result of malfunction of the goods if they are fitted or installed in an untradesmanlike manner, or in any way adapted to a use for which they are not specifically intended, or are repaired using components not recommended or approved by us.

### 13. Limitation of Liability

Our total liability for any loss arising from any defect or non-compliance of goods supplied or services performed will not in any circumstances exceed the invoiced price of the goods or services as the case may be.

### 14. Information and Privacy Act

With respect to credit account holders, for the purpose of facilitating the efficient running of our business, the buyer authorises us to collect all information we may require from any third parties and authorises those third parties to release that information to us. The buyer further authorises us to hold all such information given about the buyer and to use that information to facilitate collection of overdue accounts from the buyer.

Refer to our website [www.smooth-air.co.nz](http://www.smooth-air.co.nz) for any updated or amended Terms & Conditions.